

**POLSINELLI LLP**  
ZACHARY E. ROTHENBERG (SBN 215404)  
[zrothenberg@polsinelli.com](mailto:zrothenberg@polsinelli.com)  
2049 Century Park East, Suite 2900  
Los Angeles, CA 90067  
Telephone: (310) 556-1801  
Facsimile: (310) 556-1802

**POLSINELLI LLP**  
TIFFANY HANSEN (SBN 292850)  
[thansen@polsinelli.com](mailto:thansen@polsinelli.com)  
Three Embarcadero Center, Suite 2400  
San Francisco, CA 94111  
Telephone: (415) 248-2100  
Facsimile: (415) 248-2101

**POLSINELLI PC**  
JOSH ARTERS, *Pro Hac Vice* Pending  
[jarters@polsinelli.com](mailto:jarters@polsinelli.com)  
501 Commerce Street, Suite 1300  
Nashville, TN 37203  
Telephone: (615) 259-1510  
Facsimile: (615) 259-1573

*Attorneys for Plaintiffs*  
**DYNAMIC BEHAVIORAL HEALTH LLC**  
*dba MONTARE AT THE OASIS*

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

DYNAMIC BEHAVIORAL HEALTH  
LLC dba MONTARE AT THE OASIS,

Plaintiff,

v.

AETNA HEALTH OF CALIFORNIA,  
INC., AETNA HEALTH AND LIFE  
INSURANCE COMPANY, and  
AETNA LIFE INSURANCE  
COMPANY, and DOES 1-10,

Defendants.

Case No.

**COMPLAINT FOR:**

- (1) Claim for Benefits and/or  
Equitable Relief Under ERISA**
- (2) Breach of contract**
- (3) Breach of implied**
- (4) Implied Covenant of Good Faith  
and Fair Dealing**
- (5) *Quantum Meruit***
- (6) Unfair Business Practices**

1 Plaintiff Dynamic Behavioral Health LLC dba Montare at the Oasis (“Montare  
2 Oasis”) files this Complaint against Defendants Aetna health of California, Inc. Aetna  
3 Health and Life Insurance Company, and Aetna Life Insurance Company  
4 (collectively, “Aetna”), and alleges as follows:

5 **I. INTRODUCTION**

6 1. Montare Oasis is a residential mental health facility based in Tarzana,  
7 California. Its mission is to provide mental health care services to individuals so that  
8 they can return to their families and communities as productive and contributing  
9 members of society. Montare Oasis brings this action to redress Aetna’s failure to  
10 pay claims for reimbursement related to mental health care services furnished to  
11 Aetna members and insureds between December 2023 and December 2024 (the  
12 “Disputed Claims”)<sup>1</sup>, and Aetna’s ongoing refusal to process and pay those claims in  
13 the ordinary course of business, based on a faulty and punitive audit and the  
14 imposition of a “flag” that automatically denied Montare Oasis’ claims for payment.  
15 Currently, Aetna owes in excess of \$990,000.00 in billed charges for medically  
16 necessary and authorized healthcare services provided to Aetna members and insureds  
17 in connection with the Disputed Claims.

18 2. Montare Oasis has made **twelve** separate attempts to engage Aetna in  
19 discussion about the audit and nonpayment, dating back to when Montare Oasis first  
20 learned it had been “flagged,” on June 28, 2024. However, Aetna has completely  
21 ignored every one of Montare Oasis’ attempts to address the matter to try to reach  
22 resolution.

23 3. While Montare Oasis had been hopeful that it could resolve this dispute  
24 without the need for litigation, Aetna’s complete “radio silence” has left Montare  
25 Oasis with no choice but to file this lawsuit.

26 \_\_\_\_\_  
27 <sup>1</sup> To preserve patient confidentiality, Montare Oasis will provide, via encrypted  
28 electronic transmission, a list of the Disputed Claims at issue in this lawsuit upon  
Aetna’s counsel’s entry of an appearance and, if necessary, will file with the Court  
upon the entry of an appropriate protective order.

**II. PARTIES**

4. Plaintiff Dynamic Behavioral Health dba Montare Oasis is a California limited liability company with its principal place of business located in Los Angeles, California.

5. Plaintiff is informed and believes and based thereon alleges that Defendant Aetna Health of California, Inc. is a for-profit corporation that is licensed to do business, and does business, in the State of California, including in the County of Los Angeles, and is a licensed health care service plan pursuant to the Knox-Keene Act, Section 1340 *et. seq.* of the Health and Safety Code.

6. Plaintiff is informed and believes and based thereon alleges that Defendant Aetna Health and Life Insurance Company is a for-profit corporation organized and existing under the laws of the State of Connecticut, but with permission to conduct business in the State of California, and which does conduct business in the State of California, including in the County of Los Angeles.

7. Plaintiff is informed and believes and based thereon alleges that Defendant Aetna Life Insurance Company is a Connecticut corporation that has permission to conduct business in the State of California, and that does conduct business in the State of California, including in the County of Los Angeles, and that insures and/or administers medical benefits for medical benefit plans, most of which are sponsored and maintained by employers, including throughout California.

8. The defendants named herein shall be referred to collectively as “Aetna,” which is a brand name used for products and services provided by one or more of the Aetna group of subsidiaries that offer, insure, underwrite, and/or administer benefits. When used in this Complaint, “Aetna” includes all Aetna subsidiaries owned and controlled by any of the named Defendants whose activities are interrelated and intertwined with them. Montare Oasis is informed and believes, and based thereon alleges, that due to the manner in which they function, all of the Defendants are functional ERISA fiduciaries and, as such, they must comply with fiduciary standards.

1 “Aetna” refers to all predecessors, successors and subsidiaries of the named Aetna  
2 Defendants to which these allegations pertain.

3 9. The true names and capacities of the Defendants sued herein as DOES  
4 1-10 are unknown to Montare Oasis at this time, and Montare Oasis therefore sues  
5 such Defendants by fictitious names. Montare Oasis is informed and believes that the  
6 DOES are those individuals, corporations and/or businesses or other entities that are  
7 also in some fashion legally responsible for the actions, events and circumstances  
8 complained of herein, and may be financially responsible to Montare Oasis for  
9 services, as alleged herein. The Complaint will be amended to allege the DOES' true  
10 status and capacities when they have been ascertained.

### 11 **III. JURISDICTION AND VENUE**

12 10. This Court has subject matter jurisdiction over this action pursuant to 28  
13 U.S.C. § 1331 because it arises under the laws of the United States. Specifically, as  
14 alleged herein, Montare Oasis brings this action for relief pursuant to sections  
15 502(a)(1)(B) and 503(a)(3) of the Employee Retirement Income Security Act of 1974  
16 (“ERISA”), 29 U.S.C. § 1132(a)(1)(B), and to enforce rights under section 502(e) and  
17 (f) of ERISA, 29 U.S.C. § 1132(e).

18 11. This Court also has subject matter jurisdiction over Montare Oasis’ state  
19 law claims for relief as such claims arise from a nucleus of facts common to both the  
20 state law and ERISA claims. *Nishimoto v. Federman Bachrach & Assoc.*, 903 F.2d  
21 709 (9th Cir. 1990).

22 12. The Central District of California is a proper venue for this action  
23 pursuant to 28 U.S.C. § 1391 because a substantial part of the events or omissions  
24 giving rise to the claims asserted occurred in this Judicial District.

### 25 **IV. BACKGROUND FACTS**

26 13. Montare Oasis is a residential mental health care provider that  
27 specialized in treating complex psychiatric conditions in an environment that fosters  
28 healing wellness, and the ability to thrive. Montare Oasis has earned The Joint

1 Commission's Gold Seal of Approval® for Behavioral Health Care Accreditation.  
2 The Gold Seal is the highest form of accreditation that a treatment center can receive  
3 and is a symbol of quality that reflects Montare Oasis' commitment to providing safe  
4 and effective care to its patients.

5 14. There is a critical need for access to the mental health care services  
6 Montare Oasis provides its patients. Timely access to life-sustaining and life-saving  
7 treatment for mental health disorders is critical to preventing suicide and allowing  
8 people to achieve long-term mental health and to return to their communities as  
9 healthy, productive members of society.

10 15. Individuals purchase health insurance to help cover the costs of health  
11 care, including the costs of mental health treatment. Indeed, health insurance is  
12 supposed to provide people with access and options for life-sustaining and life-saving  
13 health care, while preventing individuals from experiencing financial crises.

14 16. Historically, however, health plans and issuers covered treatment for  
15 mental health conditions less favorably than treatment for physical health conditions,  
16 including higher cost-sharing obligations (i.e., copayments, deductibles, and/or  
17 coinsurance) for patients, more restrictive limits on the number of inpatient days and  
18 outpatient visits, and more onerous prior authorization requirements.

19 17. Congress addressed this unequal treatment with various laws. The Paul  
20 Wellstone and Pete Domenici Mental Health Parity and Addiction Equity Act of 2008  
21 (MHPAEA), codified at 42 U.S.C. § 300gg-26, prohibits most plans governed by  
22 ERISA from imposing different treatment limits, cost-sharing, and in-network and  
23 out-of-network coverage on mental health treatment than are imposed on other health  
24 care services.

25 18. Furthermore, ERISA requires fiduciaries to act solely in the interests of  
26 plan participants and beneficiaries, and to decide claims for health care benefits in  
27 accordance with plan documents under a full and fair procedure. For example, ERISA  
28 requires: (a) that each employee benefit plan maintain "reasonable procedures"

governing the processing of claims; (b) that claims procedures contain certain processes designed to ensure that benefit determinations are made consistently and in accordance with governing plan documents; and (c) that providers be informed of the specific reasons for adverse benefit determinations and be given the opportunity for a full and fair review. *See* 29 C.F.R. §§ 2560.503-1(m)(4) (defining “adverse benefit determination” to include “a denial, reduction, or termination of, or failure to provide or make payment (in whole or in part) for, a benefit...”); 2560.503-1(g)(1)(ii) (requiring that an adverse benefit determination provide a “reference to the specific plan provisions on which the determination is based”); 2560.503-1(g)(1)(i), (v)(A) (providing that the content of a notice of adverse benefit determination set forth “[t]he specific rule, guideline, protocol, or other similar criterion” relied upon in making the adverse benefit determination; 45 C.F.R. § 147.136(b)(ii)(E)(3) (the issuer of an adverse benefit determination must include a “description of the issuer’s standard, if any, that was used in denying the claim, including a discussion of the decision with respect to any final internal adverse benefit determination”).

19. The State of California has its own Mental Health Parity Act (“MHPA”), codified in Insurance Code Section 10144.5 and health and Safety Code section 1374.72, which requires mental health care coverage to be provided “under the same terms and conditions applied to other medical conditions.” California law also requires health care plans to “provide all covered mental health and substance use disorder benefits in compliance with the [MHPAEA] and all rules, regulations, and guidance issued” pursuant to federal laws.

20. Moreover, under California’s Knox-Keene Act, health care service plans are prohibited from engaging in unfair payment patterns, including engaging in demonstrable and unfair patterns of “reducing the amount of payment or denying complete and accurate claims.” Cal. Health & Safety Code § 1371.37; *see also* C.C.R. § 1300.71(a)(8) (“A ‘demonstrable and unjust payment pattern’ or ‘unfair payment pattern’ means any practice, policy or procedure that results in repeated

1 delays in the adjudication and correct reimbursement of provider claims”).

2 21. Additionally, the Patient Protection and Affordable Care Act of 2010  
3 (“PPACA”), codified at 42 U.S.C. §§ 18001, *et seq.*, requires a range of health policies  
4 to provide a core package of essential health benefits, including mental health and  
5 substance use disorder services. 42 U.S.C. § 18022.

6 22. Despite these statutory requirements, Aetna is engaged in unfair,  
7 unreasonable, and incomplete practices and decisions that have resulted in the  
8 unlawful denial and/or underpayment of Montare Oasis’ services.

9 23. There were during the relevant time period no express written contracts  
10 between Montare Oasis and Aetna governing reimbursement for care rendered by  
11 Montare Oasis to Aetna’s members.<sup>2</sup> Therefore, Montare Oasis was a “non-  
12 participating” or “out-of-network” provider when providing care to Aetna’s members.  
13 Despite this status, applicable law still required Aetna to provide coverage and make  
14 payment for the out-of-network services provided by Montare Oasis. Moreover, for  
15 all of the affected claims at issue, and as is its custom and practice, Montare Oasis  
16 obtained a verification of benefits and/or prior-authorization from Aetna to perform  
17 the mental health care services for which the pertinent claims for payment relate.

18 24. Furthermore, Montare Oasis is the assignee of benefits under those  
19 health benefits plans and/or insurance policies pursuant to assignments of benefits  
20 executed by Aetna’s members and insureds. Specifically, when a patient obtains  
21 treatment from Montare Oasis, the patient executes an assignment of benefits  
22 agreement as part of the registration process. These assignments of benefits authorize  
23 Montare Oasis to “stand in the shoes” of the patient, to pursue payors like Aetna for  
24 reimbursement, including challenges to denials, consistent with the terms of the  
25 patient’s plan benefits.

26 25. In or about the final week of June 2024, Montare Oasis received a letter

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27 <sup>2</sup> Montare Oasis and Aetna have since entered into a Facility Agreement with effective  
28 date of April 1, 2025.



1 from Aetna requesting medical records as part of a routine audit. The letter was dated  
2 March 14, 2024, and stated that Aetna had already made “several attempts” to request  
3 those same records. However, Montare Oasis had never previously seen this letter  
4 until June; nor had it been made aware of any prior requests for the records. The letter  
5 also advised that Montare Oasis had been “flagged” for “pre-payment review,”  
6 meaning that any claims for payment using “HCPC Code H0018” – the standard  
7 billing code for reimbursement of a single day of residential mental health care, which  
8 is Montare Oasis’ “bread and butter” mental health care service – would be paid by  
9 Aetna only after a review of the associated medical records (whereas this is not the  
10 case for Aetna, or any insurance company, in the ordinary course of business).

11 26. On June 28, 2024, Montare Oasis (through its authorized billing  
12 representative) immediately reached out by email to the author of the March 14<sup>th</sup>  
13 letter, Aetna Special Investigations Unit investigator Kim E. Lajoie, to explain that  
14 Montare Oasis had only just received the records request, and that Montare Oasis was  
15 prepared to make an “all hands on deck” effort to collect and produce the requested  
16 records as quickly as possible. Montare Oasis’ email also requested a telephone call  
17 with Ms. Lajoie, to discuss the “flag” that had been imposed to stop payment on  
18 Montare Oasis’ claims. Montare Oasis immediately began gathering the requested  
19 records, and sent them to Aetna as requested.

20 27. Unfortunately, for whatever reason, Aetna chose to ignore not only  
21 Montare Oasis’ June 28<sup>th</sup> email, but also each and every subsequent outreach attempt  
22 to discuss the audit and imposition of the flag. For example:

23 28. On July 3<sup>rd</sup>, Montare Oasis’ outside biller followed-up with Ms. Lajoie  
24 by email because she had received no response;

25 29. On July 19<sup>th</sup>, the same outside biller emailed Ms. Lajoie again, advising  
26 that Montare Oasis had sent the medical records to Aetna as requested, providing  
27 tracking information for the records, and requesting confirmation that the records  
28 were received;



- a. On July 22<sup>nd</sup>, Montare Oasis sent another follow-up email, this time to Katie Suttmeier, a different investigator in the same SIU department as Ms. Lajoie, with whom Montare Oasis had worked previously;
- b. On August 7<sup>th</sup>, Montare Oasis sent yet another email to Ms. Lajoie;
- c. On August 20<sup>th</sup>, Montare Oasis' biller tried calling the SIU department by telephone, but the Aetna representative refused to provide Ms. Lajoie's direct line, and also would not disclose the general number for the SIU department;
- d. On August 30<sup>th</sup>, Montare Oasis emailed Ms. Lajoie once more, this time from a different email address, believing Ms. Lajoie might be more likely to respond to an email coming from that address instead;
- e. On October 9<sup>th</sup>, Montare Oasis' outside legal counsel sent a letter to Ms. Lajoie, copying a supervisor within the SIU department, Erin Gardner, as well as a member of Aetna's legal team, Grant Beiner;
- f. On October 17<sup>th</sup>, Montare Oasis' legal counsel sent a follow-up email to Ms. Lajoie, Ms. Gardner, and Mr. Beiner;
- g. On October 21<sup>st</sup>, Montare Oasis' legal counsel left a voicemail for Ms. Gardner, requesting that she call him back to address the issues raised in the October 9<sup>th</sup> letter;
- h. On October 21<sup>st</sup>, Montare Oasis' legal counsel also attempted to leave a voicemail for Mr. Beiner, but it was unclear whether his voicemail was operative;
- i. On October 23<sup>rd</sup>, Montare Oasis' legal counsel sent another follow-up email to Ms. Lajoie, Ms. Gardner, and Mr. Beiner;

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1 j. On October 23<sup>rd</sup>, Montare Oasis’ legal counsel also left another  
2 voicemail message for Ms. Gardner.

3 30. In total, Montare Oasis has made **a dozen separate attempts** to contact  
4 Aetna to discuss the audit and imposition of a flag that has denied claims that would  
5 ordinarily be paid in the ordinary course of business – yet, to date, Aetna has chosen  
6 to completely ignore Montare Oasis’ efforts.

7 31. In the meantime, Montare Oasis has continued to provide mental health  
8 care services to Aetna members and insureds, and to submit claims for payment to  
9 Aetna. Given the flag that has been imposed, and consistent with the requirements set  
10 forth in Ms. Lajoie’s initial letter dated Mar. 14<sup>th</sup>, Montare Oasis has submitted each  
11 claim along with all medical records necessary to support the necessity and validity  
12 of the services for which it seeks payment – at substantial expense.

13 32. However, even after medical records have been submitted, Aetna has  
14 routinely denied Montare Oasis’ claims for payment, without valid justification or  
15 explanation. Moreover, in its denials, Aetna has not challenged Montare Oasis’s right  
16 to benefits under the applicable health plans based on the applicability of any anti-  
17 assignment provision. To date, claims for reimbursement for medically necessary,  
18 authorized mental health care services provided to Aetna members and insureds,  
19 totaling in excess of \$1,100,000, remain unpaid and owing.

## 20 V. CAUSES OF ACTION

### 21 COUNT I

#### 22 Claim for Benefits and/or Equitable Relief Under ERISA

23 33. Montare Oasis restates the allegations above as if fully stated herein.

24 34. This is a claim to recover benefits, enforce rights, and clarify rights to  
25 benefits pursuant to 29 U.S.C. § 1132(a)(1)(B), and/or for equitable relief pursuant to  
26 29 U.S.C. § 1132(a)(3).

27 35. Section 502(a)(1)(B) of ERISA allows a participant or beneficiary  
28 covered by a welfare benefits plan to sue to “recover benefits due . . . under the terms

1 of his plan, to enforce rights under the terms of the plan, or to clarify . . . rights to  
2 future benefits under the terms of the plan.” 29 U.S.C. § 1132(a)(1)(B). Furthermore,  
3 Section 502(a)(3) of ERISA allows a participant or beneficiary covered by a welfare  
4 benefits plan to sue to “(A) enjoin any act or practice which violates any provision of  
5 this subchapter or the terms of the plan, or (B) to obtain other appropriate equitable  
6 relief (i) to redress such violations or (ii) to enforce any provisions of this subchapter  
7 or the terms of the plan.” 29 U.S.C. § 1132(a)(3).

8 36. Montare Oasis has standing to pursue claims under ERISA as the  
9 authorized representative and assignee of benefits for its patients who were members  
10 of ERISA plans. Therefore, Montare Oasis is entitled, in its capacity as assignee, to  
11 recover benefits due under such plans. Furthermore, to the extent any relevant  
12 member ERISA benefit plan includes an anti-assignment provision, Aetna has waived  
13 its right to enforce any such anti-assignment provision by failing to raise the provision  
14 as “a reason for a benefits denial during the administrative process” when Aetna knew  
15 that Montare Oasis was “request[ing] payment pursuant to a clear and unambiguous  
16 assignment.” *Spinedex Physical Therapy USA, Inc. v. United Healthcare of Ariz., Inc.*,  
17 770 F.3d 1282, 1297 (9th Cir. 2014) (quotations omitted). Furthermore, Montare  
18 Oasis has Article III standing as an assignee. *See id.* at 1291 (“[I]t is black-letter law  
19 that an assignee has the same injury as its assignor for purposes of Article III.”).

20 37. Aetna has breached the terms of ERISA plan agreements by refusing to  
21 pay for out-of-network behavioral health claims as required by the plan agreements.  
22 Montare Oasis is informed and believes, and based thereon alleges, that Aetna  
23 breached the ERISA plan agreements by making claims determinations (i.e., adverse  
24 benefit determinations as defined under ERISA) that had no basis in the terms of the  
25 plans, without valid evidence or information to substantiate such determinations, and  
26 in an unreasonable and arbitrary manner.

27 38. Montare Oasis has exhausted administrative remedies under the ERISA  
28 plans at issue. For the claims subject to ERISA, Montare Oasis has either submitted

1 timely appeals to Aetna, or is excused from exhausting administrative remedies  
2 because Aetna failed to follow claims procedures required by ERISA and its  
3 implementing regulations, including by refusing to acknowledge or respond to at least  
4 twelve separate inquiries from Montare Oasis. *See* 29 C.F.R. § 2560.503-1.

5 39. ERISA requires plan administrators to provide adequate notice in writing  
6 to plan members of adverse benefit determinations, and to afford members a  
7 reasonable opportunity for a full and fair review of their adverse benefit  
8 determinations. 29 U.S.C. § 1133. Aetna is, individually and/or collectively, a “plan  
9 administrator” within the meaning of that term under ERISA. Aetna is designated as  
10 the plan administrator for ERISA plans, or it otherwise acts in the role of plan  
11 administrator with the discretion generally afforded to a plan administrator. As such,  
12 Montare Oasis is entitled to the protections of 29 U.S.C. § 1132.

13 40. Although Aetna was obligated to do so, it failed and refused to provide  
14 a “full and fair review” to Montare Oasis, as the assignee of the affected patients’  
15 claims, and otherwise failed to make necessary disclosures to Aetna pursuant to 29  
16 U.S.C. § 1133 and the regulations promulgated under ERISA.

17 41. Alternatively, exhaustion of administrative remedies was not required  
18 because it was futile under the circumstances. Montare Oasis has repeatedly attempted  
19 to engage with Aetna, to challenge Aetna’s unreasonable audit, flagging, and  
20 subsequent claim denials, but Aetna has failed and refused to modify its behavior, or  
21 even to respond to Montare Oasis’s repeated attempts to address the issues. Any  
22 further attempts by Montare Oasis to challenge Aetna’s behavior as alleged herein  
23 would be futile.

24 42. Aetna’s conduct constitutes a breach of its ERISA plans and an abuse of  
25 discretion, and it has denied Montare Oasis benefits to which it Montare Oasis entitled  
26 as assignee.

27 43. Aetna’s failure to pay Montare Oasis what Aetna was obligated to pay  
28 for the out-of-network services provided to the affected patients, as well as Aetna’s

1 ongoing “flagging” of Montare Oasis claims, was (on information and belief)  
2 motivated by Aetna’s desire to achieve maximum profits, and it has resulted in a direct  
3 financial benefit to Aetna. Consequently, these actions constitute a conflict of interest,  
4 bad faith, and discrimination against Montare Oasis as an out-of-network provider.

5 44. Aetna’s decision to flag Montare Oasis, as well as Aetna’s denials,  
6 misclassifications, and/or underpayments of medically necessary services rendered to  
7 the affected patients, should be reversed because these determinations were wrong,  
8 incorrect, improper, unlawful, unreasonable, not based on any evidence, arbitrary  
9 and/or capricious, and constitute an abuse of discretion.

10 45. As assignees of the benefits to which the affected patients are entitled  
11 pursuant to their ERISA plans, Montare Oasis demands recovery of benefits and all  
12 other relief available pursuant to 29 U.S.C. § 1132(a)(1)(B).

## 13 **COUNT II**

### 14 **Breach of Contract**

15 46. Montare Oasis restates the allegations above as if fully stated herein.

16 47. This is an action for breach of contract as to non-ERISA health plans and  
17 insurance policies.

18 48. Prior to each claimed non-payment and/or underpayment related to this  
19 action, Aetna and each of its members who sought care with Montare Oasis entered  
20 into valid and enforceable agreements for health care services supported by valuable  
21 consideration.

22 49. The valid and enforceable agreements require Aetna to pay for the out-  
23 of-network mental health care services Montare Oasis provides.

24 50. Montare Oasis is the assignee of benefits under those agreements  
25 pursuant to the valid and enforceable assignments of benefits executed by Aetna’s  
26 members.

27 51. Montare Oasis provided medically necessary services to Aetna’s  
28 members enrolled in health plans that are not governed by ERISA.







1 may violate the UCL even if not specifically proscribed by some other law. *Id.*

2 71. The UCL confers standing on a private plaintiff, like Montare Oasis here,  
3 to seek relief under the statute if that plaintiff has “suffered injury in fact” and “lost  
4 money or property as a result of the unfair competition” at issue.

5 72. A prevailing plaintiff under the UCL is generally limited to injunctive  
6 relief and restitution. *Cel-Tech Commc’ns, Inc. v. Los Angeles Cellular Tel. Co.*, 20  
7 Cal. 4th 163, 179 (1999); *see also* Cal. Bus. & Prof. Code § 17203.

8 73. Aetna has engaged and continues to engage in unfair and unlawful  
9 business practices in California by practicing, employing, and utilizing the practices  
10 outlined herein.

11 74. Aetna has engaged in conduct that violates the California Unfair  
12 Insurance Practices Act, Cal. Ins. Code §§ 790, et seq. (“UIPA”). Such unlawful acts  
13 or practices include, but are not necessarily limited to, knowingly: “Failing to  
14 acknowledge and act reasonably promptly upon communications with respect to  
15 claims arising under insurance policies”; “Failing to adopt and implement reasonable  
16 standards for the prompt investigation and processing of claims arising under  
17 insurance policies;” “Failing to affirm or deny coverage of claims within a reasonable  
18 time after proof of loss requirements have been completed and submitted by the  
19 insured”; and “Not attempting in good faith to effectuate prompt, fair, and equitable  
20 settlement of claims in which liability has become reasonably clear.” Cal. Ins. Code  
21 § 790.03(h).

22 75. Aetna has engaged in conduct that also violates obligations imposed by  
23 other statutes or California common law. *See Zhang*, 57 Cal. 4th at 369 (2013)  
24 (holding that, although “a litigant may not rely on the proscriptions of section 790.03  
25 as the basis for a UCL claim, . . . when insurers engage in conduct that violates both  
26 the UIPA and obligations imposed by other statutes or the common law, a UCL action  
27 may lie.”).

28 ///

1 76. As a result of Aetna's conduct, Montare Oasis has suffered an injury in  
2 fact.

3 77. Montare Oasis does not have an adequate remedy at law, and therefore  
4 seeks relief under the UCL, as an alternative cause of action.

5 78. Montare Oasis seeks an order awarding restitution against Aetna for all  
6 money acquired by means of unfair competition.

7 **VI. PRAYER FOR RELIEF**

8 WHEREFORE, Montare Oasis prays for the following relief:

- 9 A. A judgment in favor of Montare Oasis against Aetna for all claims  
10 asserted herein;
- 11 B. A judgment awarding Montare Oasis benefits and all other relief  
12 available pursuant to 29 U.S.C. § 1132(a)(1)(B);
- 13 C. A judgment awarding Montare Oasis damages for Aetna's breach of  
14 contract;
- 15 D. A judgment awarding Montare Oasis damages for Aetna's breach of the  
16 implied covenant of good faith and fair dealing;
- 17 E. A judgment awarding Montare Oasis the reasonable value of their  
18 services rendered to Aetna's members and insureds;
- 19 F. A judgment awarding Montare Oasis restitution against Aetna for all  
20 money acquired by means of unfair competition; and
- 21 G. Such other and further relief to which Montare Oasis may show itself  
22 entitled upon a hearing of this cause.

23 Dated: April 25, 2025

**POLSINELLI LLP**

24 By: /s/ Tiffany Hansen  
25 Zachary E. Rothenberg  
26 Tiffany Hansen  
27 Josh Arters, *Pro Hac Vice* Pending

28 *Attorneys for Plaintiffs*  
**DYNAMIC BEHAVIORAL HEALTH LLC**  
*dba MONTARE AT THE OASIS*